LIFE INSURANCE—FORFEITURE—FALSE REPRESENTATIONS.—The refusal of an applicant for insurance to furnish a sample of urine to the medical examiners, because of which the application is rejected, is *held*, in *Security Mut. L. Ins. Co.* v. *Webb* (C. C. A. 8th C.), 55 L. R. A. 122, not to annul the negotiations so as to justify a statement in an application to another company that no proposal or application for insurance has ever been made upon which a policy has not been issued.

With this case there is a note as to forfeiture of life insurance by false representations with respect to previous application for insurance.

COMMON CARRIERS — POWER OF TICKET AGENT TO BIND. — One who has purchased a ticket for passage on a particular train on the assurance of the ticket seller that the train will stop at the station at which he wishes to alight, is *held* in *Atkinson* v. *Southern R. Co.* (Ga.), 55 L. R. A. 223, to be entitled to recover damages if ejected by the conductor solely on the ground that the train does not stop at the station in question, where the passenger did not know or have reason to believe that the information given him by the agent was incorrect, or that there was a rule of the company making the agent incompetent to give the information, or prohibiting the conductor from stopping the train at that station.

See 7 Va. Law Register, 874.

ATTORNEYS—COMPENSATION—INFANTS' SUITS—POWERS OF PROCHEIN AMI.—Attorneys representing a minor child recovered a judgment, which was affirmed in the Supreme Court, and applied to that court for an allowance to them of thirty per cent. of the recovery as fees for services rendered. *Held*, while the justice of the claim and their right to a lien on the recovery are conceded, the amount cannot be fixed upon an *ex parte* application, but must be determined in another proceeding, in which the minor will have an opportunity to be heard, or settled by contract with his guardian, when one shall be appointed. The next friend, as such, has no legal right to receive any part of the recovery. *American Lead Pencil Co.* v. *Davis* (Tenn.), 67 S. W. 864. Citing *Cody* v. *Iron Co.*, 105 Tenn. 515.

CONTRACTS—CONTINUING GUARANTIES—NOTICE.—Defendant guaranteed to a manufacturer the payment of its bills for merchandise furnished a retailer, to an amount not exceeding $500, stipulating that "this shall be held as a continuing guaranty until further notice from me." *Held*, That the contract covers all sales contemplated in it made after its delivery, and before notice, to the extent of $500 ; that parol evidence was inadmissible to show that the guarantor intended that it should apply to the year 1898 alone, and that notice to plaintiff's agent (who had negotiated the contract of guaranty) of the withdrawal of the guaranty was not notice to the principal, unless such agent was agent for the purpose of receiving such notice. *Indiana Bicycle Co.* v. *Tuttle* (Conn.), 51 Atl. 538.

COMMON CARRIERS—CONTRACTS WITH PASSENGERS.—A steamboat passenger who, upon being refused a berth in accordance with the transportation contract,